

Union Pacific Corporation



James J. Theisen, Jr.  
Senior Corporate Attorney

June 27, 1996

HAND DELIVERY

The Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Room 1324  
Twelfth Street & Constitution Avenue, N.W.  
Washington, DC 20423

Re: Interim Lease Agreement Termination (Final)

Dear Mr. Williams:

I enclose for recording under Section 11301 of Title 49 of the United States Code, ten executed original counterparts of an Interim Use Agreement Termination (Final), effective as of June 27, 1996 (the "Agreement"), between Union Pacific Railroad Company (the "Company") and Electro-Motive Division, General Motors Corporation ("EMD"), terminating the lease by EMD to the Company of the railroad equipment described therein.

The names and addresses of the parties to the enclosed Agreement are:

LESSOR: Electro-Motive Division  
General Motors Corporation  
La Grange, IL 60525

LESSEE Union Pacific Railroad Company  
Martin Tower  
Eighth and Eaton Avenues  
Bethlehem, PA 18018

A short summary of the Agreement to appear in the index follows:

Interim Use Agreement Termination (Final), effective as of June 27, 1996, between Union Pacific Railroad Company, as lessee (the "Lessee") and Electro-Motive Division, General Motors Corporation, as lessor (the "Lessor"), terminating the lease by the Lessor to the Lessee of seventy-five (75) SD90MAC diesel-electric locomotives, bearing road numbers 8025 - 8099, inclusive.

*C. Counterparts*

*Elmer H. Brown*

19933-D

JUN 28 10 26 AM '96

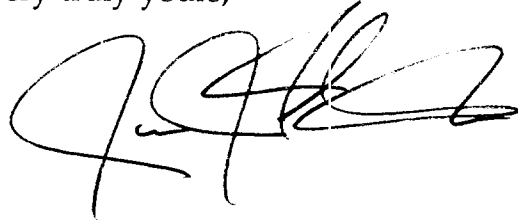
SURFACE TRANSPORTATION BOARD

After the enclosed document is filed and recorded, kindly return the enclosed counterparts to me as soon as possible.

I also enclose a check in the amount of \$21.00 to cover the fee associated with the filing and recordation of the Agreement.

Please acknowledge your receipt of this letter by stamping and returning to the undersigned the enclosed copy of this letter.

Very truly yours,

A handwritten signature in black ink, appearing to be "J. J. T.", written in a cursive style.

JJT/ko  
Enclosures

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SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20423-0001

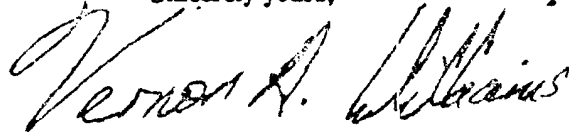
6/28/96

James J. Theisen, Jr.  
Senior Corporate Attorney  
Union Pacific Corporation  
Martin Tower  
Eighth and Eaton Aves.  
Bethlehem, PA., 18018

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/28/96 at 10:30AM, and assigned recordation number(s). 19933-D.

Sincerely yours,

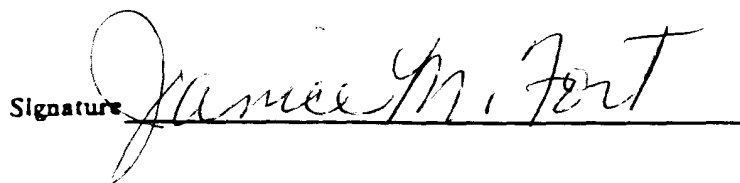


Vernon A. Williams  
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



19933-D

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## **INTERIM USE AGREEMENT TERMINATION (FINAL)**

This terminates the Interim Use Agreement, dated February 5, 1996 (the "Agreement"), between Union Pacific Railroad Company ("Railroad"), a Utah corporation, and Electro-Motive Division, General Motors Corporation ("EMD"), a Delaware corporation, with respect to the following locomotives: 8025-8099, inclusive (hereinafter referred to as "Terminated Equipment").

WHEREAS, Railroad and EMD executed the Agreement which relates to the equipment described in that Agreement: i.e. 100 SD90MAC locomotives bearing road numbers 8000 through 8099 inclusive;

WHEREAS, the Agreement was duly filed for recordation with the Surface Transportation Board ("STB") pursuant to 49 U.S.C. Section 11303 on February 15, 1996 at 9:45 AM. Recordation No. 19933.

WHEREAS, the Agreement has previously been terminated with respect to twenty-five (25) SD90MAC locomotives bearing road numbers 8000 through 8024, inclusive; and

WHEREAS, the Terminated Equipment has not yet been delivered and the parties hereto desire to terminate and cancel the Agreement with respect to the Terminated Equipment and to record this termination and cancellation;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Railroad and EMD agree as follows:


1. Railroad and EMD hereby terminate and cancel the Agreement with respect to the Terminated Equipment, effective June 27, 1996.
2. The parties agree to record this termination with the STB so as to release the lien against the Terminated Equipment constituted by the Agreement.
3. The parties agree that the Agreement and the above-mentioned recordation with the STB shall terminate completely and shall no longer be in effect.
4. This termination may be executed by the parties in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each party hereto has caused this Interim Use Agreement Termination (Final) to be duly executed by their authorized officers as of the day and year first above written.

UNION PACIFIC RAILROAD COMPANY

By:   
Name: John B. Larsen  
Title: Assistant Treasurer

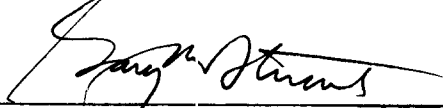
ELECTRO-MOTIVE DIVISION  
GENERAL MOTORS CORPORATION

By:   
Name: Keith A. McCanless  
Title: Director of Treasury and Finance;  
Assistant Secretary

Final 

The terms and conditions of this Interim Use Agreement Termination (~~Partial~~) are hereby accepted and agreed to:

UNION PACIFIC CORPORATION

By:   
Name: Gary M. Stuart  
Title: Vice President and Treasurer

State of Illinois

County of Will §

On this 27<sup>th</sup> day of June, 1996, before me personally appeared Keith A. Mc Canless to me personally known, who, being by me duly sworn, did say that he is an Assistant Secretary of Electro-Motive Division, General Motors Corporation, that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

M. A. Gonzalez  
Notary Public

My commission expires:

"OFFICIAL SEAL"  
M. A. Gonzalez  
Notary Public, State of Illinois  
My Commission Expires 6/22/97

Commonwealth

State of Pennsylvania §  
County of Lehigh

On this 27<sup>th</sup> day of June, 1996, before me personally appeared John B. Larsen, to me personally known, who, being by me duly sworn, did say that he is an Assistant Treasurer of the Union Pacific Railroad Company, that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Kathleen F. Owens  
Notary Public

My commission expires:

Notarial Seal  
Kathleen F. Owens, Notary Public  
Bethlehem, Lehigh County  
My Commission Expires Oct. 9, 1996  
Member, Pennsylvania Association of Notaries

Commonwealth

State of Pennsylvania

County of Lehigh

§

On this 27<sup>th</sup> day of June 1996, before me personally appeared  
Gary M. Stuart, to me personally known, who, being by me duly  
sworn, did say that he is a Vice President and Treasurer of the  
Union Pacific Corporation, that the instrument was signed on behalf  
of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of such corporation.

Kathleen F. Owens  
Notary Public

My commission expires:

